

## **LOAN MODIFICATION AND EXTENSION AGREEMENT**

---

**FORM #153**

**Purpose:** This form is used to modify the term and/or amount of a MHFA note.

**Distribution:** Recorded original to the Servicer.

**Report Date:** N/A

**Report Due:** Before the first payment under the new agreement is due or waived.

**Instructions:** Complete and forward the original Loan Modification to the borrower for signature. Forward the signed Loan Modification to MHFA, Portfolio Management to be executed by an authorized signatory. MHFA will return the executed Loan Modification to the Servicer for recording.

-----  
Date

-----  
Mortgagor

-----  
Property Street Address

-----  
MHFA Loan #

-----  
City/State/Zip

**MINNESOTA HOUSING FINANCE AGENCY  
LOAN MODIFICATION  
AND  
EXTENSION AGREEMENT**

THIS AGREEMENT is by and between \_\_\_\_\_  
(hereinafter referred to as "Borrower"), and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota (hereinafter referred to as the "Lender"), and shall have an effective date as of the date it is fully executed by all of the parties hereto.

**WITNESSETH:**

WHEREAS, Borrower previously executed a promissory note in an original principal amount of \_\_\_\_\_ (\$ \_\_\_\_\_) and dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit A. (hereinafter referred to as the "Promissory Note"); and

WHEREAS, in accordance with the provisions of Chapter 462A of the Minnesota Statutes, the Promissory Note has been purchased by and assigned to the Lender, and the Lender is the current owner thereof; and

WHEREAS, Borrower has encountered financial difficulties which make it impossible for Borrower to comply with the terms and conditions of the Promissory Note; and

WHEREAS, the Promissory Note is currently in arrears; and

WHEREAS, Borrower and Lender wish to modify the Promissory Note in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions, provisions and covenants contained herein, Borrower and Lender do hereby agree as follows:

1. The Promissory Note shall be modified and extended as specified hereinbelow.
2. All payments due under the Promissory Note shall be temporarily suspended until the date on which the first payment due under Section 5 hereinbelow becomes due and payable.
3. Concurrently with, and in addition to, the first payment due under Section 5 hereinbelow, Current Borrower shall deliver to Lender a payment in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) which shall be applied against the amounts due and owing on the Promissory Note in the following order: (i) first against interest on any advances made thereunder, (ii) second against any such advances, (iii) third against any interest on principal due thereunder, and (iv) last against the outstanding principal balance thereof.
4. Under the terms and conditions of the Promissory Note, and assuming that Lender does not make any additional advances thereunder, the amount due and owing by Borrower to Lender immediately prior to the date of the first payment due under Section 5 hereinbelow will be the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for principal, plus \_\_\_\_\_ (\$ \_\_\_\_\_) for interest thereon, plus \_\_\_\_\_ (\$ \_\_\_\_\_) for advances made by Lender thereunder, plus \_\_\_\_\_ (\$ \_\_\_\_\_) for interest on such advances, minus the payment described in Section 3 hereinabove, which aggregates to a total amount due of \_\_\_\_\_ (\$ \_\_\_\_\_).

5. The Promissory Note is hereby amended, modified and extended related to the payment of indebtedness evidenced thereby so that the total amount due specified in Section 4 hereinabove shall be paid, with interest on the unpaid balance thereof and any additional advances made thereunder at the same rate per annum as is specified in the Promissory Note, in \_\_\_\_\_ monthly installments consisting of \_\_\_\_\_ equal installments of \_\_\_\_\_ (\$\_\_\_\_\_), with the first of such payments due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and successive payments due on the same day of each succeeding month as the day of the month the first payment was due, and the last payment in an amount equal to the total outstanding balance still due and owing to Lender under the Promissory Note shall be due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, which is the modified and extended maturity date for the Promissory Note.

6. Borrower agrees to make the payment specified in Section 5 hereinabove, and understands and agrees that:

a. Borrower does not have any defenses, set-offs or counterclaims to the amount due and owing to Lender under the Promissory Note as modified herein;

b. All the rights, remedies, stipulations and conditions contained in the Promissory Note, and any and all mortgages securing repayment thereof, shall also apply to any default in or failure to pay the modified payments required hereunder;

c. All costs and expenses incurred by Lender in connection with this Agreement shall be paid in cash monies by Borrower, and shall not be added to amounts to be paid under the Promissory Note as amended and modified herein; and

d. Borrower shall make and execute any and all other documents as may be necessary or required to effectuate the terms and conditions of this Agreement.

7. Save and except for the modifications contained herein, the terms, conditions and provisions of the Promissory Note, and any and all mortgages securing repayment thereof, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date set forth opposite their signatures show below.

Date: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that \_\_\_he\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

Date: \_\_\_\_\_

Lender  
Minnesota Housing Finance Agency

By: \_\_\_\_\_

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_, of the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of the Agency.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument drafted by:

Minnesota Housing Finance Agency  
400 Sibley Street, Suite 300  
St. Paul, MN 55101